

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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JOSE HUERTA, VINICIO MERA, and JOSE FLOREZ,  
individually and on behalf of all others similarly situated,

Index No. 7:23-cv-05382-KMK

Plaintiffs,

-against-

J.D. WORKFORCE, INC., MARAV USA LLC d/b/a  
BINGO WHOLESALE, HAMWATTIE BISSOON,  
STEVEN DEANE, and DAVID WEISS

Defendants.

-----X  
**ANSWER WITH  
CROSS-CLAIMS**

J.D. WORKFORCE, INC., MARAV USA LLC d/b/a BINGO WHOLESALE ("Bingo Wholesale") and  
STEVEN DEANE, and DAVID WEISS ("Weiss") (collectively referred to as "Bingo Defendants") by their attorneys, Allyn  
& Fortuna LLP, submit their Answer to the Complaint (the "Complaint") brought by plaintiffs JOSE  
HUERTA, VINICIO MERA, and JOSE FLOREZ (collectively referred to as "Plaintiffs") as follows:

**NATURE OF ACTION, JURISDICTION, and VENUE**

1. Bingo Defendants deny knowledge and information sufficient to form a belief as to the  
truth of the allegations set forth in Paragraph "1" of the Complaint.

2. Bingo Defendants deny knowledge and information sufficient to form a belief as to  
the truth of the allegations set forth in Paragraph "2" of the Complaint and respectfully refer all  
questions of jurisdiction under 28 U.S.C. § 1331 to this Court for determination.

3. Bingo Defendants deny knowledge and information sufficient to form a belief as to  
the truth of the allegations set forth in Paragraph "3" of the Complaint and respectfully refer all  
questions of supplemental jurisdiction to this Court for determination.

4. Bingo Defendants deny knowledge and information sufficient to form a belief as to  
the truth of the allegations set forth in Paragraph "4" of the Complaint and respectfully refer all  
questions of venue under 28 U.S.C. § 1391 to this Court for determination.

**PARTIES**

5. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph "5" of the Complaint.

6. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph "6" of the Complaint.

7. Bingo Defendants deny the truth of the allegations set forth in Paragraph "7" of the Complaint.

8. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph "8" of the Complaint.

9. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph "9" of the Complaint.

10. Bingo Defendants admit the truth of the allegations contained in Paragraph "10" of the Complaint.

11. Bingo Defendants admit the truth of each allegation contained in Paragraph "11" of the Complaint.

12. Bingo Defendants deny the truth of each allegation contained in Paragraph "12" of the Complaint.

13. Bingo Defendants admit Weiss resides in New York and deny knowledge and information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph "13" of the Complaint.

14. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph "14" of the Complaint.

15. Bingo Defendants deny the truth of the allegations contained in Paragraph "15" of the Complaint.

16. Bingo Defendants deny the truth of each allegation contained in Paragraph “16” of the Complaint.

17. Bingo Defendants deny the truth of each allegation contained in Paragraph “17” of the Complaint.

18. Bingo Defendants deny the truth of each allegation contained in Paragraph “18” of the Complaint.

19. Bingo Defendants deny the truth of each allegation contained in Paragraph “19” of the Complaint.

20. Bingo Defendants deny the truth of each allegation contained in Paragraph “20” of the Complaint.

21. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in Paragraph “21” of the Complaint.

22. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph “22” of the Complaint.

23. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph “23” of the Complaint.

24. Bingo Defendants deny the truth of the allegations set forth in Paragraph “24” of the Complaint.

#### **FLSA COLLECTIVE ACTION ALLEGATIONS**

25. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph “25” of the Complaint.

26. Bingo Defendants deny the truth of the allegations contained in Paragraph “26” of the Complaint.

27. Bingo Defendants deny the truth of the allegations contained in Paragraph “27” of the Complaint.

28. Bingo Defendants deny the truth of the allegations contained in Paragraph “28” of the Complaint.

29. Bingo Defendants deny the truth of the allegations contained in Paragraph “29” of the Complaint.

30. Bingo Defendants deny the truth of the allegations contained in Paragraph “30” of the Complaint.

**RULE 23 CLASS ALLEGATIONS**

31. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph “31” of the Complaint.

32. Bingo Defendants deny the truth of the allegations contained in Paragraph “32” of the Complaint.

33. Bingo Defendants deny the truth of the allegations contained in Paragraph “33” of the Complaint.

34. Bingo Defendants deny the truth of the allegations contained in Paragraph “34” of the Complaint.

35. Bingo Defendants deny the truth of the allegations contained in Paragraph “35” of the Complaint.

36. Bingo Defendants deny the truth of the allegations contained in Paragraph “36” of the Complaint.

37. Bingo Defendants deny the truth of the allegations contained in Paragraph “37” of the Complaint.

38. Bingo Defendants deny the truth of the allegations contained in Paragraph “38” of the Complaint.

39. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in Paragraph “39” of the Complaint.

40. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in Paragraph “40” of the Complaint.

41. Bingo Defendants deny the truth of the allegations contained in Paragraph “41” of the Complaint.

#### **FACTUAL ALLEGATIONS**

42. Bingo Defendants deny the truth of the allegations set forth in Paragraph “42” of the Complaint.

43. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph “43” of the Complaint.

44. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph “44” of the Complaint.

45. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph “45” of the Complaint.

46. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph “46” of the Complaint.

47. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph “47” of the Complaint.

48. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph “48” of the Complaint.

49. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph “49” of the Complaint.

50. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph “50” of the Complaint.

51. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph “51” of the Complaint.

52. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph “52” of the Complaint.

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54. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph “54” of the Complaint.

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56. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph “56” of the Complaint.

57. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph “57” of the Complaint.

58. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph “58” of the Complaint.

59. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph “59” of the Complaint.

60. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph “60” of the Complaint.

61. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in Paragraph “61” of the Complaint.

62. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in Paragraph “62” of the Complaint.

63. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph “63” of the Complaint.

64. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph “64” of the Complaint.

65. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph “65” of the Complaint.

66. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph “66” of the Complaint.

67. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph “67” of the Complaint.

68. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in Paragraph “68” of the Complaint.

69. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in Paragraph “69” of the Complaint.

70. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph “70” of the Complaint.

71. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph “71” of the Complaint.

72. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph “72” of the Complaint.

73. Bingo Defendants deny the truth of the allegations contained in Paragraph “73” of the Complaint.

74. Bingo Defendants deny the truth of the allegations set forth in Paragraph “74” of the Complaint.

75. Bingo Defendants deny the truth of the allegations contained in Paragraph “75” of the Complaint.

76. Bingo Defendants deny the truth of the allegations contained in Paragraph “76” of the Complaint.

*AS AND FOR A FIRST CAUSE OF ACTION ON BEHALF  
OF PLAINTIFFS, INDIVIDUALLY, AND THE FLSA  
COLLECTIVE PLAINTIFFS  
(OVERTIME VIOLATIONS UNDER THE FAIR LABOR  
STANDARDS ACT)*

77. Bingo Defendants reallege and incorporate by reference their answers to Paragraphs “1” to “76” of the Complaint as if set forth herein.

78. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in Paragraph “78” of the Complaint.

79. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in Paragraph “79” of the Complaint.

80. Bingo Defendants deny the truth of the allegations contained in Paragraph “80” of the Complaint.

81. Bingo Defendants deny the truth of the allegations contained in Paragraph “81” of the Complaint.

82. Bingo Defendants deny the truth of the allegations contained in Paragraph “82” of the Complaint.

83. Bingo Defendants deny the truth of the allegations contained in Paragraph “83” of the Complaint.

*AS AND FOR A SECOND CAUSE OF ACTION ON BEHALF  
OF PLAINTIFFS, INDIVIDUALLY, AND THE CLASS  
(OVERTIME VIOLATIONS UNDER THE NYLL)*

84. Bingo Defendants reallege and incorporate by reference their answers to Paragraphs “1” to “83” of the Complaint as if set forth herein.

85. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in Paragraph “85” of the Complaint.

86. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in Paragraph “86” of the Complaint.

87. Bingo Defendants deny the truth of the allegations contained in Paragraph “87” of the Complaint.

88. Bingo Defendants deny the truth of the allegations contained in Paragraph “88” of the Complaint.

89. Bingo Defendants deny the truth of the allegations contained in Paragraph “89” of the Complaint.

90. Bingo Defendants deny the truth of the allegations contained in Paragraph “90” of the Complaint.

*AS AND FOR A THIRD CAUSE OF ACTION ON BEHALF  
OF PLAINTIFFS, INDIVIDUALLY, AND THE CLASS  
(FAILURE TO TIMELY PAY WAGES IN VIOLATION OF  
THE NYLL)*

91. Bingo Defendants reallege and incorporate by reference their answers to Paragraphs “1” to “90” of the Complaint as if set forth herein.

92. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in Paragraph “92” of the Complaint and respectfully refer all questions under NYLL § 191(1)(a)(i) to this Court for interpretation.

93. Bingo Defendants deny the truth of the allegations contained in Paragraph “93” of the Complaint.

94. Bingo Defendants deny the truth of the allegations contained in Paragraph “94” of the Complaint.

95. Bingo Defendants deny the truth of the allegations contained in Paragraph “95” of the Complaint.

96. Bingo Defendants deny the truth of the allegations contained in Paragraph “96” of the Complaint.

97. Bingo Defendants deny the truth of the allegations contained in Paragraph “97” of the Complaint.

*AS AND FOR A FOURTH CAUSE OF ACTION*  
*ON BEHALF OF PLAINTIFFS, INDIVIDUALLY, AND THE*  
*CLASS (FAILURE TO PROVIDE PAYROLL NOTICES*  
*UNDER NYLL)*

98. Bingo Defendants reallege and incorporate by reference their answers to Paragraphs “1” to “97” of the Complaint as if set forth herein.

99. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in Paragraph “99” of the Complaint.

100. Bingo Defendants deny the truth of the allegations contained in Paragraph “100” of the Complaint.

101. Bingo Defendants deny the truth of the allegations contained in Paragraph “101” of the Complaint.

*AS AND FOR A FIFTH CAUSE OF ACTION  
ON BEHALF OF PLAINTIFFS, INDIVIDUALLY, AND THE  
CLASS (FAILURE TO PROVIDE WAGE STATEMENTS  
UNDER NYLL)*

102. Bingo Defendants reallege and incorporate by reference their answers to Paragraphs “1” to “101” of the Complaint as if set forth herein.

103. Bingo Defendants deny the truth of the allegations contained in Paragraph “103” of the Complaint.

104. Bingo Defendants deny the truth of the allegations contained in Paragraph “104” of the Complaint.

105. Bingo Defendants deny the truth of the allegations contained in Paragraph “105” of the Complaint.

*AS AND FOR A SIXTH CAUSE OF ACTION ON BEHALF OF  
HUERTA (NEW YORK STATE HUMAN RIGHTS LAW, EXECUTIVE  
LAW §290 ET SEQ.) (DISABILITY DISCRIMINATION AND  
FAILURE TO ACCOMMODATE)*

106. Bingo Defendants reallege and incorporate by reference their answers to Paragraphs “1” to “105” of the Complaint as if set forth herein.

107. Bingo Defendants respectfully refer all questions and interpretations of NYSHRL to this Court for determination.

108. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in Paragraph “108” of the Complaint.

109. Bingo Defendants deny the truth of the allegations contained in Paragraph “109” of the Complaint.

110. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in Paragraph “110” of the Complaint.

111. Bingo Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in Paragraph “111” of the Complaint.

112. Bingo Defendants deny the truth of the allegations contained in Paragraph “112” of the Complaint.

113. Bingo Defendants deny the truth of the allegations contained in Paragraph “113” of the Complaint.

114. Bingo Defendants deny the truth of the allegations contained in Paragraph “114” of the Complaint.

115. Bingo Defendants deny the truth of the allegations contained in Paragraph “115” of the Complaint.

116. Bingo Defendants deny the truth of the allegations contained in Paragraph “116” of the Complaint.

**AS TO PRAYER FOR RELIEF**

Bingo Defendants deny that Plaintiff is entitled to recover the relief sought in Plaintiff’s “prayer for relief” under subparagraphs “a” through “h”.

**DEFENDANTS’ AFFIRMATIVE AND OTHER DEFENSES**

**AS AND FOR A FIRST AFFIRMATIVE DEFENSE**

1. The Complaint fails to state a claim against Bingo Defendants based upon failure to pay minimum wage to Plaintiffs in violation of The Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq. (“FLSA”) upon which relief may be granted.

**AS AND FOR A SECOND AFFIRMATIVE DEFENSE**

2. The Complaint fails to state a cause of action against Bingo Defendants for failure to pay minimum wages in violation of New York Labor Law (“NYLL”) and supporting regulations.

**AS AND FOR A THIRD AFFIRMATIVE DEFENSE**

3. The Complaint fails to state a claim against Bingo Defendants based upon failure to pay overtime wages to Plaintiff in violation of The Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq. (“FLSA”) and/or New York Labor Law (“NYLL”) upon which relief may be granted.

**AS AND FOR A FOURTH AFFIRMATIVE DEFENSE**

4. The Complaint fails to state a cause against Bingo Defendants for failure to provide proper wage statements in violation of the NYLL Section 190 et seq.

**AS AND FOR A FIFTH AFFIRMATIVE DEFENSE**

5. The Complaint fails to state a cause of action against Bingo Defendants pursuant to NYLL for failure to provide proper annual wage notices under NYLL Article 6 Section 195 (1) and supporting regulations.

**AS AND FOR A SIXTH AFFIRMATIVE DEFENSE**

6. The Complaint fails to state a cause of action against Bingo Defendants pursuant to NYLL for failure to provide accurate wage statements under NYLL Article 6 Section 195 (3) and supporting regulations.

**AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE**

7. The Complaint fails to state any cause of action upon which relief may be granted.

**AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE**

8. The Complaint fails to state a cause of action against Bingo Defendants pursuant to NYLL that would entitle Plaintiff to the relief afforded under NYLL § 198.

**AS AND FOR A NINTH AFFIRMATIVE DEFENSE**

9. Any acts or omissions on the part of Bingo Defendants, which Bingo Defendants deny occurred, were in good faith, and Bingo Defendants had reasonable grounds for believing that any

such act or omission was not a violation of any applicable law and/or regulation, including the NYLL and/or FLSA.

**AS AND FOR A TENTH AFFIRMATIVE DEFENSE**

10. Plaintiffs were paid properly under all applicable labor laws, wage and hour laws and regulations.

**AS AND FOR A ELEVENTH AFFIRMATIVE DEFENSE**

11. Plaintiffs are barred, in whole or in part, by the doctrine of laches, estoppel, waiver, release and/or equitable defenses.

**AS AND FOR A TWELFTH AFFIRMATIVE DEFENSE**

12. Plaintiffs' claims are barred, in whole or in part, by doctrine of unclean hands.

**AS AND FOR A THIRTEENTH AFFIRMATIVE DEFENSE**

13. Plaintiffs cannot establish a willful violation under the NYLL.

**AS AND FOR A FOURTEENTH AFFIRMATIVE DEFENSE**

14. Plaintiffs' claims under the New York Labor Law may not be maintained because Plaintiffs were paid properly pursuant to New York Labor Laws and the applicable regulations of the New York State Department of Labor.

**AS AND FOR A FIFTEENTH AFFIRMATIVE DEFENSE**

15. This Court should decline to exercise supplemental jurisdiction over the state law claims under 28 U.S.C. §§ 1367 et seq.

**AS AND FOR A SIXTEENTH AFFIRMATIVE DEFENSE**

16. Some or all of Plaintiffs' claims are barred by the applicable statute of limitations.

**AS AND FOR A SEVENTEENTH AFFIRMATIVE DEFENSE**

17. The Complaint fails to state a claim of willful violations under the FLSA.

**AS AND FOR AN EIGHTEENTH AFFIRMATIVE DEFENSE**

18. Plaintiffs cannot demonstrate that they were not properly compensated by Bingo Defendants in violation of the FLSA, New York Labor Law and/or other applicable laws.

**AS AND FOR A NINETEENTH AFFIRMATIVE DEFENSE**

19. Bingo Defendants are not employers under NYLL, FLSA, or NYSHRL.

**AS AND FOR A TWENTIETH AFFIRMATIVE DEFENSE**

20. Bingo Defendants' actions, if any, were not willful, without justification, or in violation of the duty of good faith and fair dealing and were taken on reasonable grounds and with the reasonable belief that they were in compliance with the FLSA and NYLL.

**AS AND FOR A TWENTY-FIRST AFFIRMATIVE DEFENSE**

21. Plaintiffs cannot recover liquidated damages under both NYLL and FLSA because such relief would amount to a "double recovery."

**AS AND FOR A TWENTY-SECOND AFFIRMATIVE DEFENSE**

22. Plaintiffs cannot demonstrate that Bingo Defendants engaged in any common scheme, practice or policy.

**AS AND FOR A TWENTY-THIRD AFFIRMATIVE DEFENSE**

23. Plaintiffs cannot demonstrate that Bingo Defendants engaged in any common scheme, practice or policy that violates the FLSA, NYLL or applicable regulations.

**AS AND FOR A TWENTY-FOURTH AFFIRMATIVE DEFENSE**

24. The Complaint is barred, in whole or in part, because it requests relief which exceeds that available under applicable law.

**AS AND FOR A TWENTY-FIFTH AFFIRMATIVE DEFENSE**

25. In addition to the foregoing defenses, Bingo Defendants retain the right to amend their Answer to raise additional affirmative and other defenses or pursue any available counterclaims against Plaintiffs as those claims become known during this litigation.

**CROSSCLAIM DIRECTED TO**  
**DEFENDANT J.D. WORFORCE, INC**

1. Answering Bingo Defendants incorporate the allegations in Plaintiffs' Complaint, without admission or adoption, as if set forth herein at length.

2. Answering Bingo Defendants incorporate paragraphs 1 through 27 of its Answer as if set forth herein.

3. For all relevant time periods alleged in the Complaint, Bingo Wholesale had an employment agency agreement to which a company would supply skilled temporary workers.

4. Beginning in 2018 Bingo Defendants and Defendant JD Workforce, Inc. ("JD Workforce") entered into an Employment Agency Agreement pursuant to which JD Workforce supplied skilled temporary workers (the "Agreement")<sup>1</sup>.

5. That Plaintiffs were employees of JD Workforce and covered by the Agreement.

6. Pursuant to the Agreement, JD Workforce is obligated to indemnify, defend and hold harmless answering Bingo Defendants from all liability, losses, obligations, damages, fees, costs and expenses in this matter.

7. Further, pursuant to the Agreement JD Workforce supplied workers (the "Workforce Employees") to Bingo Wholesale and JD Workforce was at all times the sole employer of the Workforce Employees.

8. Pursuant to the Agreement JD Workforce was responsible for, among other things, hiring, maintaining payroll, calculating wages and withholding taxes, and complying with all applicable federal and local laws and regulations applicable to Workforce Employees.

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<sup>1</sup> Prior to 2018, Bingo Wholesale had an employment agency agreement with JD Workforce's predecessor in interest. JD Workforce is responsible for all relevant time periods alleged in the Complaint stemming back to 2016.

9. Pursuant to the Agreement Bingo Defendants had no control of the manner, method, or means by which the Workforce Employees performed their services, all was determined by JD Workforce.

10. Pursuant to the Agreement, JD Workforce further agreed to indemnify Bingo Defendants in connection with JD Workforce's failure to comply with any federal, state, and local law applicable to Workforce Employees and for claims that arise or are in any way connected with work performed by Workforce Employees, materials furnished, or services provided to the Workforce Employees supplied by JD Workforce.

11. Plaintiffs have filed this Action against Bingo Defendants alleging claims for, *inter alia*, violations of the FLSA, NYLL, and NYSHRL, all of which arise from conduct constituting an alleged breach by JD Workforce of its obligations under the Agreement with Bingo Defendants.

12. That Bingo Defendants have at all times fulfilled their obligations under the Agreement with JD Workforce.

13. That Bingo Defendants have been caused to suffer damages as a result of being named as defendants in this Action and have incurred significant attorneys' fees and other expenses.

14. If the Plaintiffs prevail on their claims against Bingo Defendants and recover monetary or other relief, such recovery will have been caused by reason of JD Workforce's breach of the Agreement.

15. As a result of such breach by JD Workforce, Bingo Defendants are entitled to be indemnified and held harmless against all liability, losses, claims, and expenses, including any monetary judgment entered against them, and their reasonable attorney's fees, arising from this action.

WHEREFORE, Defendants MARAV USA LLC d/b/a BINGO WHOLESALE and DAVID WEISS deny liability and demand that JD Workforce comply with all provisions of the Agreement

and defend, indemnify and hold harmless answering Bingo Defendants from and against all liability, losses, damages, claims, legal fees, and expenses arising from this action. Bingo Defendants further demand damages arising from Plaintiffs' claims for any breach of contract by JD Workforce, including all applicable contract remedies. Bingo Defendants demand judgment in their favor on this crossclaim, including judgment for full indemnification, together with pre-judgment and post-judgment interest, costs, legal fees, expenses and such other relief that this Court deems proper.

**JURY DEMAND**

Bingo Defendants hereby demand a trial by jury as to all issues so triable.

Dated: September 20, 2023  
New York, New York

ALLYN & FORTUNA LLP

By:



Nicholas Fortuna

Paula Lopez

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TO:

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